

AMENDED CHAPTER 13 PLAN

Case No.: 09-72373

Debtor(s): Marcus Sledge SS#: xxx-xx-0761 Net Monthly Earnings: 3,266.81
 SS#: _____ Number of Dependents: 1

I. Plan Payments:

(X) Payroll deduction Order: To Tuscaloosa City Schools, P. O. Box 038991, Tuscaloosa, AL 35403 for
 \$ 850.00 ☐ weekly ☐ bi-weekly ☐ semi-monthly ☒ monthly.

Length of plan is approximately 60 months, and the total amount of debt to be distributed by the Trustee is approximately \$ 51,000.00.

II. From the payments received, the trustee shall make disbursements pursuant to the Bankruptcy Code including:

A. PRIORITY CLAIMS (INCLUDING ADMINISTRATIVE EXPENSES AND SUPPORT) [See § 1322(a)(2)]

The following priority claims, if allowed, will be paid in full unless creditor agrees otherwise: **NONE**

B. Total Attorney Fee: \$ 2,500.00 ; \$ 0.00 paid pre-petition; \$ 1,200.00 to be paid at confirmation and \$ 50.00 per month for 26 months.

C. The holder of each SECURED claim shall retain the lien securing such claim until a discharge is granted and such claim shall be paid in full with interest in deferred cash payments as follows:

1. Long Term Debts:

Name of Creditor	Total Amount of Debt	Amount of regular payment to be paid	Regular Payments to begin: Month/Year	Arrears to be paid by Trustee	Months included in arrearage amount	Proposed Interest Rate on Arrearage	Proposed Fixed Payment on Arrearage
		<input type="checkbox"/> by Trustee <input checked="" type="checkbox"/> by Debtor					
BAC Home Loans	\$65,000.00	\$700.00	October 2009	\$3,855.86	5	0.00%	\$70.11

2. Secured Debts (not long term debts) to be paid through Trustee:

Name of Creditor	Adequate Protection Payments	Total Amount of Debt	Debtor's Value	Unsecured Portion	Description of Collateral	Proposed Interest Rate	Proposed fixed Payments	Fixed Payment to Begin
CitiFinancial	\$40.00	\$7,535.01	\$3,925.00	\$2,610.01	1997 Dodge Ram 1500 Club Cab 4WD	7.00%	\$104.94	Month 1
Spiller Furniture Co.	\$0.00	\$315.03	\$350.00	\$0.00	Bedroom Suite	7.00%	\$9.73	Month 1
Tuscaloosa Teacher's CU	\$44.00	\$12,153.00	\$4,375.00	\$7,778.00	1997 Chevrolet Tahoe	7.00%	\$93.22	Month 1
Tuscaloosa Wholesale Autos	\$0.00	\$11,661.49	\$12,100.00	\$0.00	2001 Dodge Ram 3500 Truck	7.00%	\$255.68	Month 1
Credit Acceptance Corporation	\$0.00	\$10,096.75	\$10,096.75	\$0.00	2003 Nissan Altima	7.00%	\$215.13	Month 1

III. Other debts (not shown in 1 or 2 above) which Debtor(s) propose to pay direct: NONE

[SEE NEXT PAGE FOR SPECIAL PROVISIONS]

IV. Special Provisions:

☒ This is an AMENDED PLAN, replacing Plan dated September 10, 2009.

☒ This plan proposes to pay unsecured creditors 0 %.

☒ Other Provisions:

1. If Debtor(s) has/have a mortgage(s) Debtor(s) reserve(s) the right to amend this plan to add post-petition mortgage arrearage.
2. On any claim not listed on the Plan Summary, other than an arrearage claim for a post-1994 mortgage, that is later determined to be a secured claim, the Debtor(s) propose(s) that interest at the annual percentage rate of 8% be paid on the secured portion of said claim and that said claim will receive a fixed payment based on an amortization over the length of the plan.
3. Debtor(s) propose(s) to remit to the Standing Chapter 13 Trustee all non-exempt proceeds from any lawsuit or cause of action.
4. Debtor(s) propose(s) no adequate protection payment on any over-secured claim or to any claimant that fails to file an allowed secured claim prior to confirmation of this or any amended plan. On all claims entitled to receive an adequate protection payment, said payment shall constitute one percent (1%) of the collateral's fair market value as of the commencement of this case. Adequate protection payments shall be remitted monthly until such time as this plan of reorganization has been confirmed.
5. Debtor(s) will continue to pay pre-petition and post-petition utility service debt (specifically including Alabama Power Electric Service Debt) in the ordinary course of business in lieu of posting a deposit as adequate assurance of future payment under Sec. 366 of the United States Bankruptcy Code. Debtor(s) acknowledge(s) that the automatic stay does not bar the efforts of any utility service company (specifically including Alabama Power) to collect pre-petition and post-petition utility service debt.
6. A motion to value the collateral, 1997 Dodge Ram 1500, of CitiFinancial has been filed simultaneously with this petition.
7. A motion to value the collateral, 1997 Chevrolet Tahoe, of Tuscaloosa Teachers' Credit Union has been filed simultaneously with this petition.
8. Pursuant to 11 U.S.C. 1322, Debtor proposes to pay the claim of Boles & Thetford (POC 003) in full as a special class to protect the non-filing co-debtor on this consumer debt.

Attorney for Debtor

Name/Address/Telephone #

Marshall A. Entelisano

ENT001

600 Lurleen Wallace Blvd.

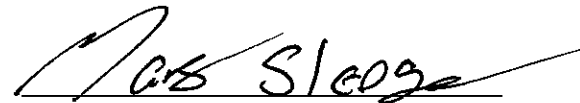
Suite 270

Tuscaloosa, AL 35401

Telepho

ne # **2057521202**

Date **October 28, 2009**



Marcus Sledge

Signature of Debtor

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
WESTERN DIVISION**

In Re:

MARCUS SLEDGE,

Debtor

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§
§
§

Case No.: 09-72373-CMS-13

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing the **Amended Plan** on **C. David Cottingham, Chapter 13 Trustee** via CM/ECF and on **all listed creditors** by placing a copy in the U.S. Mail, properly addressed and first class postage prepaid this the **28th day of October 2009**.

/s/ *Marshall Entelisano*

Marshall A. Entelisano, P.C.

Marshall A. Entelisano (ENT001)

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